

# EXHIBIT

3



## INITIAL ORDER FORM - MVP SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **Reagan Gold Group**, (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties.

### Customer

**Reagan Gold Group**  
2029 Century Park East Suite 400  
Los Angeles, CA 90067  
United States

Steve Francis  
424-750-9525  
s.francis@reangoldgroup.com

Customer UID

### Service Provider

**RingCentral, Inc.**  
20 Davis Drive  
Belmont, CA 94002  
United States

## Service Commitment Period

**Start Date:** 10/27/2021  
**Initial Term:** 24 Months  
**Renewal Term:** 12 Months  
**Payment Schedule:** Monthly



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

## RingCentral MVP Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
<b>DigitalLine Unlimited Ultimate</b>	<b>2</b>	<b>\$14.99</b>	<b>\$29.98</b>
DigitalLine Unlimited Ultimate		\$9.99	
Compliance and Administrative Cost Recovery Fee		\$4.00	
e911 Service Fee		\$1.00	
<b>RingCentral Video</b>	<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Monthly Recurring Services*</b>			<b>\$29.98</b>

One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
True 800 Number Setup	1	\$30.00	\$30.00
<b>One-Time Total</b>			<b>\$30.00</b>

<b>Total Initial Amount</b>	<b>\$59.98</b>
-----------------------------	----------------

\*Amounts are exclusive of applicable Taxes.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".

## Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at [BillingSupport@ringcentral.com](mailto:BillingSupport@ringcentral.com).

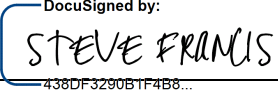


RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

**IN WITNESS WHEREOF**, the Parties have executed this Initial Order Form above through their duly authorized representatives.

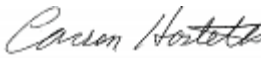
## Customer

Reagan Gold Group

By:   
Name: STEVE FRANCIS  
Title: ceo  
Date: 10/27/2021

## RingCentral

RingCentral, Inc.

By:   
Name: Carson Hostetter  
Title: SVP, Field Sales  
Date:



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

**MASTER SERVICES AGREEMENT**

**THIS MASTER SERVICES AGREEMENT** (together with its Attachments, the "Agreement") is made by and between RingCentral, Inc., a Delaware corporation with its primary office at 20 Davis Drive, Belmont, CA 94002, ("RingCentral"), and Reagan Gold Group located at the address set forth in the Order Form ("Customer"). RingCentral and Customer may be individually referred to as a "Party" or collectively as the "Parties." This Agreement is effective as of the last date of signature below ("Effective Date").

**1. Provision of the Service****A. General Terms**

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the "Online Terms of Service"), and the Service Attachments applicable to Customer's Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. .

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

**2. Ordering and Term****A. Ordering Services**

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

**B. Term of this Agreement.**

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

**C. Services Term**

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the Initial Order Form ("Initial Term"). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a "Renewal Term") unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

**D. Service Attachments**

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Attachment A – RingCentral MVP Services

**3. Invoicing and Payment****A. Prices and Charges.**

All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage

thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice.

Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

**B. Invoicing and Payment**

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges.

Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date.

Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

**C. Taxes**

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

**4. Termination****A. Termination for Cause**

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

**B. Effect of Termination**

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected), and will be entitled to a pro-rata refund of any prepaid and unused fees for the cancelled Services being terminated. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

**C. Trial Period**

Customer may terminate this Agreement with written notice to RingCentral at any time within thirty (30) days of the Effective Date. In the event of a timely termination, Customer shall not owe any fees or charges for the Services being provided in respect of any period subsequent to the date of such written notice (except those arising from continued Usage) and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services subject to the cancellation. All purchases are final after thirty (30) days.

**5. Miscellaneous**

**A. Entire Agreement**

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

**B. Order of Precedence**

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form, (b) any

applicable Service Attachments, (c) this Master Services Agreement, and (d) the Online Terms of Service.

**C. Execution**

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

**D. Counterparts**

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

**E. Governing Law**

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the city and county of San Francisco, California, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

This Agreement, and any dispute, claim or cause of action (whether in contract, tort or statute) ("Dispute") arising out of or in connection with this Agreement shall be governed by, and construed in accordance with the Laws of the State of California, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

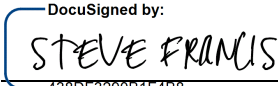
IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.


**Customer**

Reagan Gold Group

**RingCentral**

RingCentral, Inc.

By:  438DF3290BTF4B8...  
Name: STEVE FRANCIS  
Title: ceo  
Date: 10/27/2021

By:   
Name: Carson Hostetter  
Title: SVP, Field Sales  
Date: 10/27/2021

**SERVICE ATTACHMENT****SERVICE ATTACHMENT – RINGCENTRAL MVP SERVICES**

Please note that RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in terms of service, advertising, or product descriptions, mean "RingCentral MVP"

This Service Attachment is a part of the Master Services Agreement (the "Agreement") that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingCentral MVP Services as described under the applicable Order Form.

**1. Service Overview**

RingCentral MVP is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and bring-your-own-device(BYOD) capability that integrates with a growing list of applications.

RingCentral MVP includes

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

RingCentral MVP Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

**2. MVP Purchase Plans**

**A. Tiers of Service.** RingCentral MVP voice is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

**B. Minute and Calling Credit Bundles.** Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

**3. Operator Assisted Calling, 311, 511 and other N11 Calling.**

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

**4. Directory Listing Service**

RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

- i. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.
- ii. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without

limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **RingCentral Global MVP.** RingCentral Global MVP provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.

**A. Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

**B. Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.

**C. Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral, is responsible for all contracting, billing, and customer care related to those services.

6. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

**"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.